

PUBLIC



LEDGER

WEEKLY REPUBLICAN—1867.
DAILY PUBLIC LEDGER—1869.



IT PAYS!
Merchant wasn't
Very wise;
Swore he wouldn't
Advertise.
Tried his system'
For a year.
Earned a hundred
\$88 clear.
Then the merchant
Got so mad
Put the hundred
In an "ad."
Ad brought so much
Custom in
That the merchant
Had to grin.
Since then daily
Loud he cries
"Gee, it pays to
Advertise!"
—Philadelphia Bulletin.

SIX PAGES TODAY

The flour that pleases is "Alpha."

The L. and N. paycar came in last night.

Fresh Fish daily at Restaurant Royal.

Call and let me show what a handsome Diamond Ring, Stud or Pendant I can sell you for little money. Prices are guaranteed lower than you buy for anywhere.

P. J. MURPHY, the Jeweler.

Coroner George W. Orr yesterday received a circular from Sharpeburg, Pa., offering \$100 reward for the recovery of the body of Ellis W. Crow, who was drowned at Pittsburgh last Thursday. He was Physical Director of the Sharpeburg and Etna Y. M. C. A.

The Approach of Warm Weather Will Make These

BARGAINS

Appreciated; the prices will make them doubly attractive.

36 in. White Irish Linen, 30c Value . . 22¹2c
36 in. White Irish Linen, 45c Value . . 29c
36 in. White Irish Linen, 50c Value . . 32c

The demand for these goods for shirtwaist suits is unprecedented.

We Have Also Three Lots of White Persian Lawn Which We Offer at 12¹2c, 15c, 19c Yd.

You must see them. Only in a bona fide closing-out sale can such values be offered.

J. M. NESBITT, Executor

Good old summer time is a little slow in making its appearance, but it will get here after while, and thank the Lord for it.

At Limeville Thomas McNeal, aged 20, shot and instantly killed his wife, Ella, aged 18, shot at but missed his mother-in-law, and then went to the woods and unfortunately only slightly wounded himself.

While traveling in California Mr. and Mrs. Robert N. Fryer met a former "Man from Maysville" Colonel J. Mat. Long. Mat. says getting rich in California beats selling soap and serving in the Maysville City Council all hollow.

The Hon. Joseph C. Lykins, a leading lawyer of Wolfe county and Special Deputy Great Sachem of Kentucky Redmen, was in the city yesterday en route for a visit to the Tribe at Sardis. Mr. Lykins is a royal gentleman, an old Confederate soldier and one of Campion's best citizens.

Mary Louise Bryant, formerly of Bourbon county, who has run the route of sin, Monday set fire to her clothing in her cell in the City Jail at Denver, Col. The Jailer was attracted by the cries of other female prisoners, and rushing to her cell succeeded in extinguishing the flames before she was seriously burned.

In the Circuit Court at Frankfort Monday Judge Stout sustained a demurmer to the petition in the injunction sued out by Captain Horace J. Cochran of this city against Governor Beckham to compel him to certify claims of the Taylor militia on duty at the Statehouse, holding the State Buildings, pending the Taylor-Goebel contest. An appeal to the Court of Appeals was prayed.

WASHED FIGS

Packed in airtight glass jars. These are extra fine and keep nicely during the summer months.

We offer you a pitted Queen Olive stuffed with Jordan almonds. This is a novelty and the nicest olive you ever tasted.

TELEPHONE NO. 43. G. W. GEISEL, OPPOSITE OPERA-HOUSE.

MAYSVILLE, KY., WEDNESDAY, APRIL 18, 1906.

ONE COPY—ONE CENT.

Mrs. Elizabeth Redman Shawan died at Cynthia, aged 86.

With Robinson's big circus and a Street Carnival coming in the month May the old town will be full of life and gaiety for a week at least.

FILED WRONG SUIT!

Good One On a Nameless Member of the Mason Bar

THE LEDGER for news;

At least Mr. and Mrs. Judiah Hughes are prepared to swear to it.

Yesterday's paper recited the fact that Mrs. Abbie Hughes had filed suit for divorce from her hubby, Judiah.

It was such a thrilling bit of information to Judiah that he hurried home and told Abbie about it.

And then Abbie said it was a no-such-a-thing.

It appears that Mr. Hughes is "one of the boys" who, when he goes out for a good time, is likely to have a private sale of the household furniture.

And for fear he might do so some more, Mrs. Hughes employed a lawyer to sue out a restraining order to prevent it.

Instead, however, the lawyer filed a petition for divorce!

When this was discovered Mrs. Hughes went scurrying after Sheriff Mackey to prevent service of the papers.

And the kind-hearted High Sheriff sent the little woman away happy, assured that she could keep both her husband and the other furniture.

The U. S. P. Sarsaparilla for your blood. 50c. Sallie Wood's Druggists.

Dr. E. H. Rutherford Sunday celebrated the twenty-fifth anniversary of his Pastorate of the Second Presbyterian Church at Paris.

In the wreck of fast mail train No. 7 on the L. and N. near Verona, twenty-six miles from Covington, Monday afternoon, John Grady, Engineer, of Louisville, was killed and Fireman H. E. Dunaway of Covington and Express Messenger Douglas W. Ort of Bellevue, formerly of this city, were injured. The mishap was caused by the spreading of the rails, the engine, mail, baggage and express cars leaving the track, the former plunging down a twenty-foot embankment. Mr. Ort was severely injured by heavy boxes and other articles of merchandise falling upon him in his car, but his injuries were not considered dangerous.

Yesterday's paper recited the fact that Mrs. Abbie Hughes had filed suit for divorce from her hubby, Judiah.

It was such a thrilling bit of information to Judiah that he hurried home and told Abbie about it.

And then Abbie said it was a no-such-a-thing.

It appears that Mr. Hughes is "one of the boys" who, when he goes out for a good time, is likely to have a private sale of the household furniture.

And for fear he might do so some more, Mrs. Hughes employed a lawyer to sue out a restraining order to prevent it.

Instead, however, the lawyer filed a petition for divorce!

When this was discovered Mrs. Hughes went scurrying after Sheriff Mackey to prevent service of the papers.

And the kind-hearted High Sheriff sent the little woman away happy, assured that she could keep both her husband and the other furniture.

Ray's Ready Mixed Paint is guaranteed the best and cheapest on the market.

Mr. C. S. Calvert sustained a very severe injury at his home near Mt. Gilead a few days ago. He was engaged in putting a telephone in his residence, and was stretching the wire, when it suddenly broke, striking him in the face. The sight of one eye was destroyed and the other was seriously injured.

The Supreme Court of the United States recently decided the mountain land suit, embracing over 12,000 acres, in favor of G. W. Bramblett of Nicholas county. These contentions have gone through all the state and United States Courts during the last seventeen years. Mr. Bramblett has been successful at every trial, and gets judgment for all his costs expended.

Now is the time to take Hollister's Rocky Mountain Tea. It cleans your system of all impurities. A wonderful spring tonic. A family benefactor. 35 cents, Tea or Tablets. J. Jas. Wood & Son.

BUY

Drygoods, Furniture, Jewelry, Clothing, Groceries, Shoes and Crockery from the stores that give Globe Stamps.

GLOBE STAMP CO.

D. HECHINGER & CO.

THE HOME STORE.

THE TRADE

We have enjoyed in the past two weeks not only convincing to us, but also to quite a lot of people who were kept patiently waiting to be fitted out, that our continued efforts to buy merchandise that is distinctive in character from the ordinary are richly rewarded. We are daily receiving fresh invoices of the newest things offered in Spring Suits, Top Coats and Cravettes. You that are particular as to your wearing apparel do yourselves injustice if you do not look at our goods when ready to buy your spring outfit. Our Shoe, Hat, Shirt and Neckwear Departments are in full keeping with our Clothing.

THE HOME STORE.

D. HECHINGER & CO.

Mrs. Sue Elizabeth Jaynes, well known in this county, died Sunday at her home at Millersburg, aged 54.

THEY HAVE COME! FOR SALE!
Onion Sets, Seed Oats, Sorghum Seed, White Lime and Seed Potatoes. M. C. RUSSELL CO.

Baris Baptists are to erect a handsome new Church.

Mrs. E. S. Edgington, late of this city, is now residing at Lexington.

Charles Holliday, one of the most prominent Lodge men of Paducah, is dead.

Miss Davis's Silver Soap at Miss Amelia Wood's room, Court street.

Mrs. Margaret Schwartz was in Lexington a day or so ago to attend a meeting of the Board of Trustees of the Oddfellows Widows and Orphans Home.

Slop for sale at Limestone Distillery on and after March 22d.

Miss Lena B. Fristoe, daughter of Mr. S. F. Fristoe, formerly of this county, was married at Covington a few days ago to Mr. Everett Walsh of Hamilton, O.

In Floor Coverings!

We've a glorious past to eclipse and present leadership to maintain—this stock will do both. It's too large for detail, these items are merely hints, don't be content to read—see and be convinced.

MATTINGS. An ideal floor covering. Closely woven and easily kept clean. Many attractive designs in carpet patterns. 15c to 50c Yard.

LINOLEUMS. Tile and carpet designs. Bright colors easily cleaned. Two and four yards wide. 50c, 75c Yard.

HEARTH RUGS. Very attractive in Oriental, floral and conventional patterns. Velvet, Moquette and high-grade Smyrna. \$1.25 to \$6¹2.

CARPETS. All grades between wool mixed Ingrains at 25c Yard to Wilton Velvets at \$1¹2. Designs, even in lower grade Carpets, were selected with exacting care. If you want the newest patterns and best quality for price you'll find it here.

D. HUNT & SON.

Mrs. Ezekiel Lawrence, aged 22, died of consumption Sunday at Paris and her remains were interred yesterday at Elizaville.

Down at Bellevue, Elmore Stevens, aged 18, was fined \$100 and sentenced to fifty days in jail for trying to board moving C. and O. trains.

Cartmell extracts teeth without pain.

Mrs. G. J. Thomas, formerly Miss Elizabeth Hall of this city, was the hostess at an elegant card party at her home at Atlanta, Ga., recently given in honor of Mrs. Vertner Mitchell of Winchester.

Mr. Joseph F. Martin, so long connected with the furniture business in this city, is taking a vacation.

President Roosevelt Monday sent to the Senate the nomination of W. H. Harrison as Postmaster at Flemingsburg.

New Sample Piano, \$199.99 at Gerbrich's.

The cabin in which Lincoln was born will be taken to Louisville to be exhibited to the Home-Coming guests in June before being taken to Larue county to be placed in the proposed National Park.

The Rush Is On!

Our store is crowded from morning until night.
THE RIGHT STYLES ARE HERE.
THE LARGEST ASSORTMENTS.
THE LOWEST PRICES.

ANOTHER LOT OF NEW GINGHAMS.
Choice 10c.

LADIES' SUMMER UNDERWEAR—5c up to 50c. Extra good values at 10c, 15c and 25c. Now is the time to buy.

Half the good looks of a dress is in the Corset.

R. & G.,
W. B. and
Thompson's Glove Fitting.

We Are Sure Of It

When it comes to

MATTINGS, CARPETS or RUGS.

We have sold more floor coverings in the last three weeks than all the other stores will sell the entire season. We absolutely guarantee that no store in the county can undersell us in Carpets with EQUAL QUALITY. You generally find us cheaper.

Notwithstanding
We Give Globe Stamps.

A few pieces of all-wool Lowell Carpets, one yard wide, 59c.
One-half wool Lowell 49c.

KINGS OF MERZ BROS. PROPS. LOW PRICES. BEE HIVE.

Public Ledger

DAILY—EXCEPT SUNDAY, FOURTH OF JULY, THANKSGIVING, AND CHRISTMAS.

Thomas A. Day

OFFICE—PUBLIC LEDGER BUILDING, MAYSVILLE, KY.

SUBSCRIPTIONS—BY MAIL.

One Year	62 00
Six Months	31 50
Three Months	15 75

Per Month. 25 Cents
DELIVERED BY CARRIER.
Payable to Collector at end of Month.

SPRINGFIELD, Mo., is a promising field for Missionary work. No more "heathenish" community can be found in "darkest Asia."

We get about so equal a taste of Heaven and Hell on this earth that we won't feel much like a stranger whatever our fate in the hereafter.

THE Kentucky Society, recently organized at Los Angeles, Cal., is the largest of any State Society in that city, having over 600 members. There are several Maysvillians among the eligibles.

A RESOLUTION providing for the election of Senators by direct vote of the people has been favorably acted upon by the House Committee on Election of President, Vice-President and Representatives in Congress. The resolution, which was introduced by Mr. MORRIS of Nebraska, makes the term of members of the House four years instead of two. Both propositions are to be accomplished by amendments to the Constitution.

INSTRUCTIONS to United Mine Workers from President MITCHELL not to indulge in unlawful disturbances was transmitted to them at a number of meetings of locals in the Shamokin District. Additional guards were posted at numerous collieries. If the miners are the law-abiding people Mr. MITCHELL would have the public believe, it looks like there ought to be no necessity for requesting them to refrain from riotous demonstrations.

STREET PAVING ORDINANCE.

Continued from Third Page.

who shall be liable for the safekeeping thereof on his official bond.

Said bonds shall not be issued upon the faith and credit of the City of Maysville for the payment thereof, but the faith and credit of the City of Maysville shall be pledged for the sum realized upon the apportionment against the property for the cost of the paving and curbing said streets as in this ordinance provided, only after the same shall have been collected and paid to the Treasurer, as in this ordinance provided; and said bonds shall be redeemable and payable not on the faith and credit of the city, but out of, and secured by, lien on the assessments to be made and apportioned against said lots and parts of lots or lands abutting on the streets and parts of the streets so herein ordered to be paved and curbed. All money paid, received or collected upon the assessments against the lots, as in this ordinance provided to be made, and interest on the deferred annual payments, as provided in said section No. 5 of said act, approved March 24, 1894, and all money arising from the sale of bonds herein provided for shall be kept by the City Treasurer in a separate fund to be known as the Street Improvement Fund; and said bonds shall be paid out of the amount realized upon said assessments to be made and apportioned upon the said properties abutting upon said streets and parts of streets as above, and said assessments secured, paid and collected as provided for in like cases in Section 5 of Act of the General Assembly of the Commonwealth of Kentucky, entitled "An Act to Amend an Act for the Government of Cities of the Fourth Class; approved June 28, 1893," and approved March 24, 1894, and being Sections 355 and 356 of the Kentucky Statutes.

Section 7. All moneys received from the assessments in this ordinance provided to be made, shall be appropriated and paid out upon the order of the Board of Council upon the City Treasurer, and for the payment of the interest and redemption of the bonds which may be issued for the payments herein provided for and for no other purpose.

Section 8. The cost of said improvements, assessed against any piece of ground or owner thereof, shall not exceed one-half of the value of such ground after improvements are made, excluding the value of all buildings and other improvements upon the property so improved.

Section 9. Said bonds shall be in substance, form and effect as follows, except as to the consecutive number to cover said fractional part of \$500 provided for in Section 4, of this ordinance, and the date of maturity of the three sets of bonds, the said three sets of to mature as hereinbefore provided.

No. \$500.00.

State of Kentucky, City of Maysville: Know all men by these presents, That the City of Maysville, in the State of Kentucky, promises to pay the bearer the sum of Five Hundred (\$500.00) Dollars on the day of, 190.... at the Bank of Maysville, Maysville, Kentucky, with interest thereon at the rate of six per cent. per annum from date hereof until the payment of said principal.

It was urged by the hightaxers in the Legislature that the new Revenue Law was needed to raise money for the new Capitol Building; but it has already proven a boomerang, for it is driving productive industries out of the state.

WHEN a citizen sends matter by mail he is charged according to the weight of the package. Newspapers pay according to actual weight of each shipment. But when the Government pays there is a "system of averages," one month's weighing with payments for four years based on that average. There is nothing like it in all business, yet under it the Government pays the railroads \$40,000,000 annually.

MAXIM GORKY, the Russian revolutionist, signaled his fourth day in America by the sending of a telegram of sympathy to W. D. HAYWOOD and CHARLES MOYER, of the Western Federation of Miners, in Jail at Caldwell, Idaho, on the charge of conspiracy to murder ex-Governor STUENENBERG—

"W. D. Haywood and Charles Moyer, County Jail, Caldwell, Idaho: Greetings to you, my brother Socialists. Courage. The day of justice and deliverance for the oppressed of all the world is at hand. Ever fraternally yours,

MAXIM GORKY."

Mr. GORKY may do well to remember that he is not now in Russia.



FOND MEMORIES.

Success Magazine.

A hard-hearted old Pittsburgh manufacturer, who made his fortune, as he expresses it, "with his coat off," was induced by his daughters to accompany them to a Wagner concert, the first he had ever attended. The next day he happened to meet an acquaintance who had seen him the night before, who asked:

"I suppose you enjoyed the concert last night, Mr. Brown?"

"Yes; it took me back to the days of my youth," the old man said, with a reminiscent sigh.

"Ah, summer days in the country, girl in a lawn dress, birds singing, and all that?"

"No, the days when I worked in a boiler shop in Scranton."

pal sum, upon the presentation and surrender of the proper coupons hereto annexed by the Mayor, at said Bank of Maysville, Maysville, Kentucky, for the payment of which said sums and interest, the faith and credit of the City of Maysville, Kentucky, is hereby held and firmly bound to make, but only out of the sums realized upon the apportionment against the property and lots abutting streets to be improved, under and pursuant to ordinance of the Board of Council of the City of Maysville adopted the day of 190..., after the said sums shall have been collected and paid to the Treasurer of said city; neither said amount nor said interest shall be payable or redeemable on the credit and faith of the said City, nor shall said principal or interest be deemed a debt against said City, but shall be payable out of any secured by a lien on the assessments to be made and apportioned by said City against said lots and parts of lots, or lands, abutting on said streets and parts of streets in said ordinance ordered to be paved and curbed. The principal sum of this bond shall be payable at maturity upon presentation and surrender of the same at said Bank of Maysville, Maysville, Kentucky.

This bond is one of a series of bonds numbering from 1 to, inclusive, for Five Hundred (\$500.00) Dollars each, and one numbered of, and known as street paving bonds, and issued under the authority granted by Section 357, 3, 4, 5 and 77, Kentucky Statutes, as amended March 24, 1904, and also in accordance with the resolution and ordinances passed, authorizing the issue and sale of bonds by the Board of Council of the City of Maysville, Kentucky, on the 1st day of July, 1906.

The right is reserved to redeem this bond at the option of the City of Maysville, on 1st day of July, 1908, or 1st day July of any year thereafter, by paying par of said bond, and all interest coupons due on date of said redemption.

In testimony whereof the Mayor and City Clerk of the City of Maysville, Kentucky, have set their hands and caused the corporate seal of said city to be affixed, this 1st day of July, 1906.

..... Mayor.
..... Clerk.
Upon each of said bonds shall be attached appropriate number of coupons; on bond for the last partial amount the coupons shall be for the appropriate amount at said rate of interest, and the interest coupons on each of said bonds shall have the fac-simile of the signature of the Clerk of the City.

COUPON.

The City of Maysville, Kentucky, out of the same funds for which this bond and coupon is given and payable, will pay the bearer the sum of thirty (\$30.00) dollars at the Bank of Maysville, of Maysville, Kentucky, on the day of, 190..., being one year's interest on Bond No., Street Paving Bonds issued pursuant to Ordinance of the Council of the City of Maysville, Kentucky, adopted the day of, 190....

Section 8. W. E. Stalcup, Mayor, Jas. Outten, Clerk, and Jas. W. Fitzgerald, City Treasurer, of the City of Maysville, Ky., are hereby appointed a Committee to advertise for bids for paving

and curbing of said streets and parts of streets, as in this ordinance provided, and in accordance with the specifications adopted by this board, and they shall adopt such means of advertising as in their judgment shall be productive of the greatest benefit and procure the largest number of bids, the said bids to be sealed, endorsed Street Paving Bids, and directed to the City Clerk, who shall keep them and open them in the presence of the City Council. Each bidder shall accompany his bid with a certified check on a National Bank, payable to the order of the City Treasurer for Five Hundred (\$500.00) Dollars which amount will be returned in case of a rejection of said bid, and to the successful bidder, upon acceptance of his bid and formal execution of contract, the City to reserve the right to reject any and all bids.

Section 10. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall be in full force and effect from and after its adoption and publication in the manner provided by law.

Adopted
Approved
Mayor.

River News

Gage marks 27.7 and rising.

The Ohio is still at a fine boating stage.

The Tacoma is tonight's Pomeroy packet.

The Keystone State is due down this evening from Pittsburgh.

In honor of the noted Virginian, "Light Horse Harry Lee," the steamer City of Wheeling, now undergoing repairs at Paducah, will be renamed the "Harry Lee."

Captain Harry Doss, who has been pilot on the Georgia Lee, will be in the command of the Princess, the sisterboat of the Island Queen, in the Cincinnati excursion business.

Shipment of coal from Pittsburgh was re-sumed Sunday, a rise coming out of both the Allegheny and Monongahela. The coal sent out included the Sam Brown and Diamond, which have in tow six boats, twenty-three barges and seven flats of coal, or a total shipment of over 600,000 bushels. Rivermen expected to get out a large number of tons of barges and devoted much time to preparations of this kind. The boat stage seemed to be dwindling but now it is booming up again.

Success has crowned our efforts of untiring endeavor and we present to the public with a confidence never before held by any other medicine Hollister's Rocky Mountain Tea. 25 cents. Tea or Tablets. J. Jas. Wood & Son.



Vinol is fast superseding old-fashioned cod liver oil and emulsions because, without a drop of oil or disagreeable feature, it contains all the medicinal elements of cod liver oil, actually taken from fresh cods' livers. By our process the oil, having no value either as a medicine or food, is separated from the medicinal elements and thrown away. Unlike old-fashioned cod liver oil and emulsions, Vinol is deliciously palatable, agreeable to the weakest stomach, and therefore unequalled as a body builder and strength creator for old people, puny children, weak, run-down men and women, after sickness, and for all pulmonary diseases. Everything Vinol contains is named on the label.

OUR GUARANTEE—We have such faith in VINOL that if you will take it we promise if it does not benefit or cure you we will return you your money without question. We take all the risk.

JOHN C. PECOR,
DRUGGIST,
MAYSVILLE, KY.

Corn Slop for sale at Poyntz Distillery.

Mr. Charles Conard, the urban clerk at Cabell's, has moved into the dwelling adjoining Mrs. Gann in East Second street.

Section hands have been engaged the past several days in placing the C. and O. track in front of the city in better condition. It was none too soon, either.

Miss Katharine Schroeder has accepted a position at Gerbrich's piano store.

Mr. Percy Austin, an employee of the Globe-Wernicke Co., Norwood, O., met with a painful accident Monday afternoon. Three fingers of the right hand were badly mangled by a rip-saw, and it is thought one will have to be amputated.

Mr. Louis Brookover, a well-to-do farmer who resides back of Aberdeen, left home last Thursday, saying he was going to Cincinnati on business, taking with him a sum of money. Upto this morning nothing had been heard of him, and his family think he has met with misfortune, as he promised to return Sunday.

Section 10. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall be in full force and effect from and after its adoption and publication in the manner provided by law.

Adopted
Approved
Mayor.

Below is a list of letters remaining uncalled for at the Maysville (Ky.) Postoffice for the week ending April 18th, 1906:

Barnett, Charley McDonald Lbr. Co.,
Bryerly, Mrs. Mollie Martin, Joe W.
Beal, Mae O'Doherty, Mrs. Schrida
Crawn, B. W. Payne, James
Goodwin, Earl Page, Gee
House, S. L. Rule, Miss Minnie W.
Haley, Mrs. Urb. Smith, Will
Judy, G. D. Thomas, Miss Laura
La Fleur, Joseph A. Wallingford, Miss H.
Laudine, Miss Lillian

One cent due on each of above.

Persons calling for these letters will please say that they are advertised.

CLARENCE MATHEWS, Postmaster.

THIRTY DAYS DELAY

Action of the Supreme Court in the Caleb Powers Case

The Supreme Court has granted a stay of mandate for thirty days in the case of Caleb Powers. This is to give the Attorneys for Powers time to prepare a petition for a rehearing in the Supreme Court on the question as to whether or not the Federal Court has jurisdiction to take the case out of the State Court and try it.

The Supreme Court's action is important, chiefly because it gives the defense the advantage of a delay. A play for time is now the object of the defense.

The prosecution cannot now railroad Powers back into the State Court and rush him through the form of a trial.

The defense desires time until it can be determined whether or not the bill prepared by John W. Langley and introduced by Representative Hughes is to become a law.

If it passes Powers may never be tried in the State Court, but its chances of its passing are considered very remote.

Following we publish two letters from a woman who accepted this invitation. Note the result:

First letter.

Dear Mrs. Pinkham:—

"For eight years I have suffered something terrible every month. The pains are excruciating and I can hardly stand them. My doctor says I have a severe female trouble, and I must go through an operation if I want to get well. I do not want to submit to it if I can possibly help it. Please tell me what to do. I hope you can relieve me."—Mrs. Mary Dimmick, 59th and E. Capitol Streets, Washington, D. C.

Second letter.

Dear Mrs. Pinkham:—

"After following carefully your advice and taking Lydia E. Pinkham's Vegetable Compound, I am very anxious to send you my testimonial that others may know their value and what you have done for me.

THE THACKER CASE

Jury to Decide Whether Rope Is a Deadly Weapon

The hearing of a \$50,000 damagesuit, based on the lynching of the husband and father of the plaintiffs, is now on in Judge Cochran's Court at Covington.

The plaintiffs are Mrs. Mary E. Thacker, widow of William J. Thacker, and his four children.

The defendants are John Gordon and about a score more, all farmers and farmers' sons near Flemingsburg.

IS ROPE DEADLY WEAPON?

Much time was taken up in arguing legal questions that have been raised. One of these questions was the novel one, "Is a rope a deadly weapon within the meaning of the statute under which the plaintiffs are seeking to recover damages?"

The defense claimed that it was not, and cited several decisions to sustain the contention; but Judge Dearing, for plaintiffs, quoted a decision of the Court of Appeals in which it was held that where it is proved the rope caused death it is a deadly weapon; and Judge Cochran ruled the question is one which the Jury will have to determine by the evidence.

Another question argued was that the defendants could be made to take the stand and testify for the plaintiffs.

Judge Cochran held that they could not be made to testify if they would by doing incriminate themselves. He therefore overruled the motion of the plaintiffs to require each defendant, or such as might be called upon, to testify in the case.

When the legal points had been disposed of a Jury was impaneled, and Judge Dearing, for the plaintiffs, opened with a statement of the case to the Jury.

He said they expected to prove that all the defendants took part in some way or other in the lynching of Thacker, and that John Gordon, father of the boy killed by Thacker, and for which he was lynched, said that "Thacker was going to be taken out of jail and he was going to have to do something he was sorry he had to do."

STREET PAVING ORDINANCE.

Be it ordained by the Board of Council of the City of Maysville, as follows:

Section 1. That the following streets and parts of streets in the City of Maysville, Kentucky, be improved by original construction, by paving and curbing the same, with vitrified block and curbing and gutter suitable for the purpose, from the inner line of curbing on the outer sides of the pavements thereon for sidewalks, but so as to include the curbing on both sides of said streets and between the lines thereof, as follows:

Second street from the west margin of Wall street to the east margin of Market street.

Third street from the west margin of Wall street to the east margin of Bridge street.

Section 2. That the same be paved and curbed in accordance with the following plans and specifications:

SPECIFICATIONS FOR STREET GRADING AND PAVING IN THE CITY OF MAYSVILLE, MASON COUNTY, KENTUCKY.

1. The work shall consist in the furnishing of all materials, labor, tools and machinery necessary to the proper prosecution and complete construction of a hard burned vitrified brick pavement, a curbstone and a proper drainage system on streets named herein. The work to include all grading, preparation of sub-grade and foundation, tiling, inlets and sewer connections, and all work of whatsoever kind necessary to complete this improvement, all as more fully specified below and shown in the plans for this work.

2. All work will be done under the direction and supervision of the Engineer and to the satisfaction of the Council or the Paving Committee; and the words Council and Engineer shall be held to mean the said Council or its Committee, and the Engineer or his duly authorized agent.

3. The word Contractor in these specifications shall be held to mean any contractor or firm of contractors, or any member of a firm contracting for any of this work, or his or their agent or agents, one whom shall be upon the work at all times during its progress.

4. The work will be staked out by the Engineer, and the Contractor shall carefully preserve all stakes or monuments of every kind.

5. The Engineer and Council shall have full power to condemn any work or material not in accordance with the specifications, and to require the Contractor to at once remove the same. The Contractor must also furnish at his own expense such labors as may be deemed necessary by the Engineer to assist in cutting and inspecting material. All refuse materials shall at once be removed from the street.

6. In all questions as to the meaning and intent of these specifications, the decision of the Engineer shall be final.

7. The Engineer and Council may, if they deem best, make alterations or modifications of the specifications or plans for this work. The price to be paid for this work under such altered or modified specifications to be agreed upon in writing and signed by the Contractor and some one authorized by the Council on behalf of the City of Maysville.

8. And it is expressly agreed that such alterations shall not annul or violate this contract; and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of not being allowed to do such work or furnish materials.

Whenever any additional work or change or modifications in the work contracted for is agreed upon as above, such additional work, alteration or modification shall be upon and subject to all the provisions of the original contract.

9. The Paving Committee and Engineer may suspend the work in certain places, or altogether, if in their opinion public needs require it; such suspension however shall not exceed one week at any one time, except that whenever in his opinion the weather is unsuitable he may cause the work to be suspended during such time as the weather may remain unsuitable. In case of any such suspension, the time for the completion of the work under this contract shall be extended by as many days as the same was suspended, but no allowance of any kind other than such extension of time will be made.

10. In case of any injunction or other process restraining the City from proceeding with the work, the contract may be suspended or abandoned by the Council. If the work is suspended the Contractor's time for completion shall be extended as many days as the same was suspended. If the contract is abandoned, payment for all work to date such of abandonment shall be made forthwith; and the said Contractor shall not hold the City of Maysville, Kentucky, liable for any damages whatsoever on account of any such suspension or abandonment.

11. The right to lay any water pipes, to construct any sewer or sewers, receiving basins, culverts or inlets, or to make house connections with sewers or water pipes, or to grant any such rights and privileges to others at any time prior to the completion of the pavement, is expressly reserved to the Council. In any such case the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay caused thereby; but he shall be allowed for any work or material made necessary on his part, such sum (not exceeding contract rate) as may be agreed upon between him and the Engineer; and his time for completion shall be extended by as many days as he was delayed.

12. All materials delivered on the street shall be neatly and compactly piled so as not to impede travel on the sidewalks nor the use of fire plugs, nor damage any tree, awning or other improvement. All rubbish or refuse shall be immediately removed by the Contractor. In case of suspension of the work, the Contractor shall immediately collect and pile all materials as above specified.

13. All curbing, cross-walks, drain-tile or other material of whatever kind taken up by the Contractor shall be considered the property of the City (except such materials as have been laid by the property holders, which shall belong to such owner); and the Contractor shall use care in handling and shall carefully pile same at such points as may be directed by the Engineer.

14. The work shall be begun at such point or points as the Council may designate; and not more than three adjoining squares in length may be torn up at one time, nor shall any square be blocked except where the Contractor is actually

working. All bricks necessary to complete any square or section to be torn up at one time shall be on the ground before the work is commenced or satisfactory guarantee given that the material will be forthcoming and will cause no delay to the work. The Contractor will keep the excavation clear of all water at his own expense.

15. The Contractor shall erect strong barricades and place red lights at night whenever necessary, and hereby agrees to hold the City harmless for any and all claims for damages resulting from any failure or neglect on the part of the Contractor, or his employees, to properly comply with the requirements of this section.

16. Each square as soon as the pavement is completed shall be thrown open to public use; but such opening and using shall not be considered as an acceptance of any part of the work.

17. If the Contractor fails to complete the work within the time named in the contract, he shall forfeit to the City of Maysville, Kentucky, the sum of five dollars per day by way of liquidated damages.

18. But if in the opinion of the Engineer and Paving Committee the work is not being prosecuted in such manner as to insure its completion in the time and in the manner herein described, then, in either case the Engineer shall notify the Contractor and his bondsmen by mail to their ordinary address of such failure; and the Paving Committee, after ten days from such notification, shall have the right to annul and determine the contract and to take possession of the work; and is hereby authorized to put on sufficient force of men and teams to insure its proper completion, or may let the work. And in either case all cost made and expended shall be charged to said Contractor; and if the sum so charged shall exceed the amount due said Contractor under his contract, then he shall become liable to the City for any sum that the cost of doing said work shall exceed the sum due the Contractor upon the completion of the work as contracted, and be liable thereon on his contract and bond.

19. The Contractor shall, without additional compensation, make good any settlement or derangement of the roadway, foundation, cubs, sewers, inlets, manholes, gutters, or any part of the work done under this contract, and shall replace acceptably any soft or inferior bricks, which may be condemned by the Engineer within six months after the acceptance of the work. (See Section 22.)

20. All work shall be paid for at the contract prices, unless by agreement between the Contractor and Council, and no extra or customary measurements will be allowed in measuring the work; only the actual length, area, solid contents or number will be considered.

21. Estimates will be made on the Saturday preceding the first regular monthly meeting of the Council, and the amount of work done, less ten per cent, will be certified to the Council for payment, but such payment shall not be construed as an acceptance of any part of the work.

22. Five (5) per cent. of the total cost of the improvement will be retained out of the final estimate of the work for a period of twelve months to secure the repairs required made by the Contractor. And should the Contractor neglect or refuse to make any needed repairs for five days after being notified to make such necessary repairs by the Engineer or Paving Committee, said Engineer or Committee may cause such repairs to be made and pay for the same out of the money hereby retained.

At the expiration of twelve months from the acceptance of the work, and the improvement being in all its parts in such condition as the Council shall approve, all money hereby retained and not expended as above stipulated, shall be paid to the Contractor and he shall be released from further care of the work.

23. The work to be begun within ten days after the signing of the contracts, and to be prosecuted so as to secure its completion in 120 days from such date.

24. The Contractor shall satisfy the Council by proper receipts from all parties furnishing material and performing labor, showing that they have been paid before he shall be entitled to receive contract price in full.

25. The Contractor hereby further agrees that he will not assign or sublet this work without the consent of the Engineer and Council.

26. The Contractor assumes all risks of variance in any computations or statements of quantities or amount mentioned in the estimates or contracts connected herewith or of the plans.

27. Any loss or damage arising out of the nature of the work to be done under these specifications, or from any unforeseen obstruction or difficulties, legal or otherwise, which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

28. The improvement will be drained to the ditches, gutters and sewers, inlets and lines of drain tile, and also by land tile laid below the sub-grade. The inlets will be approved pattern, substantially set in brick work, and will be connected with the manholes by lines of ten or twelve-inch sewer pipe with increases, elbows, P traps, or other necessary shapes. The drain or farmers tile shall be four inches in diameter, hard burned, laid true to line and grade, not less than eighteen inches below sub-grade, and shall be connected with the drainage system with one joint or vitrified pipe, or as directed by the Engineer, after which the trench will be refilled with crushed limestone, and tamped thoroughly, as specified in section 35. Drain tile shall be used only at such places as the Engineer shall direct.

29. Manholes will be built where shown on the plans. They will be made of good hard brick laid in cement mortar; walls will be nine inches thick as shown on plan, and the foundation will extend four inches below the grade line of the sewers. Foundation will be made of hard burned brick laid in cement mortar and grouted, or of concrete, as deemed best. Header courses shall be laid every fifth course. Care will be taken to have manholes and sewers properly connected, as shown on plan, so as to hinder the flow the least possible. They shall be nicely pointed inside and plastered outside with a half-inch thickness of good cement mortar. Five-eighth-inch round wrought iron steps of ten-inch tread, one inch clinch back of wall and fifteen inches apart to be built in all manholes. Top will be finished with cast iron rings weighing not less than two hundred and forty pounds and covers not less than one hundred and twenty pounds.

30. All cement mortar, if not otherwise specified, shall be made of approved qual-

ity fresh American Portland Cement and clean sharp sand, in equal parts, determined by weight, and with one and one-half (1 1/2) inches of the top and face of curb line. The cement and sand shall be thoroughly mixed dry, and water added to form a paste of proper consistency. All mortar shall be fresh for the work in hand. No mortar that has begun to set shall be used.

31. None but the best quality of sound well shaped bricks, burned hard entirely through, shall be used in setting inlets or in any other brick work, except that forty per cent, good bats may be used in manholes. All bricks must be wetted by immersion immediately before being laid.

32. All concrete found necessary shall be made of one measure of cement, two measures sand, and five measures crushed limestone, to be thoroughly shovelled mixed dry, turned over twice on mixing platform, then water enough added to moisten the same, to be piled in cone-shaped pile and again shovel turned; all to be done under the instruction and to the satisfaction of the Engineer.

33. The excavations for drains, inlets, manholes and other fixtures shall be so made as to have six inches of clear space outside of the pipe or other structure, and to require grade and depth. All bracing, sheathing or shoring required must be done by the Contractor.

34. In refilling trenches, or about any structure, the earth or other filling material to be so placed as not to disturb the work in any way, and shall be deposited in layers not exceeding eight inches in thickness, and thoroughly rammed until the filled earth is as compact and solid as the original earth. There shall be at least two men tamping with heavy rammers for each shoveler.

35. The Contractor will remove all old or condemned material, rubbish, trees, logs, water, filth or refuse, posts, horse blocks, crossings and any and all obstructions of whatsoever kind that may be encountered in the execution of this work at his own expense, and without any extra charge whatever, and shall deposit same as directed by the Engineer in and according with Section 13.

36-37. The earth foundation or sub-grade will be brought to an even surface parallel with the grade proposed for the pavement by making the necessary excavation or embankment. The stone, cinder, gravel or other suitable material will be carefully removed so as to keep it free from clay, dirt or other rubbish, and deposited and leveled at such points and in such manner as the Engineer and Council shall direct. All excavated material unfit for foundation will be placed in low ground, alleys, lots or wherever the Engineer and Council shall direct. Material to be properly leveled as dumped. When lots are filled, those assessed for cost of the improvement to have the preference. No extra haul allowed under three-quarters of a mile. Soft or spongy earth or other material not affording a firm foundation will be removed and the space refilled with gravel or broken stone and solidified by ramming or rolling. This sub-grade shall be compacted by thoroughly rolling with a roller weighing not less than eight tons; any portion of the sub-grade not accessible to the roller shall be thoroughly compacted by hand ramming, all to the entire satisfaction of the Contractor. Particular care will be observed in the preparation of the sub-grade. When the rolling and ramming shall have been done the surface of the sub-grade shall be true to the grade and crown, and ten inches plus the height of the brick to be used below the proposed finished surface of the pavement. Careless or unnecessary injury to pipes, drains or fixtures of any kind will be repaired at the expense of the Contractor and the cost deducted from any moneys due him.

38. The combined curb and gutter shall be constructed upon an eight (8) inch foundation of broken stone, gravel or boiler cinders, and shall consist of a curb six (6) inches wide; at summits, street corners and entrances the height will be fixed as the Engineer directs. The gutter will be sixteen (16) inches wide and six (6) inches deep, so constructed that the curb and gutter shall be monolithic. The space back of the curb to within four (4) inches of the top of the curb must be filled with broken stone, gravel or cinder.

Where walks join the curb they must be connected to it in a neat, substantial manner, the contractor furnishing new material where necessary. Where walks do not join curb, the ground shall be neatly graded and sloped from the walk to the curb. All surplus or left over material, and all debris incident to construction of the curb and gutter shall be removed and disposed of by the Contractor.

At any time during the guarantee period any cracks, scales or other defects appear in the curb and gutter, due to the faulty material or workmanship, the block or section in which such defect appears shall be taken up and replaced with new material according to these specifications by the Contractor.

39. a. Upon the sub-grade prepared in accordance with section 37 for grading, will be laid a concrete foundation six (6) inches thick after being thoroughly compacted.

The concrete shall be composed of one part, by bulk, of an approved Portland cement, and six parts crushed limestone.

The Contractor may clean and crush the limestone, taken from the present road surface, for making the concrete, but the material must be clean and suitable for the purpose or the same will be rejected.

The proportion of materials for concrete must be determined by actual measurement.

The material must be turned twice while dry and twice wet, and must be broken constantly as it is turned, if made by hand.

The use of a suitable concrete mixer will be preferred for this work. The concrete thus prepared must have a consistency that when rammed in a mass it must not shake like jelly, but will when struck compact within the area of the face of hammer without displacing the material laterally. The concrete thus prepared must be immediately placed in the work and thoroughly compacted by ramming until free mortar appears upon the surface.

The whole operation of mixing and laying each batch of concrete shall be performed in a prompt and skillful manner and must be entirely completed before the cement has begun to set will be rejected.

The upper surface of the concrete must be made to exactly conform to the cross section of the finished pavement and shall be no more than six (6) nor less than five (5) inches below it. The concrete must be made perfectly smooth by brushing with wire brooms.

As soon as laid, and before the top becomes dry, the entire surface of the foundation must be covered with one (1) inch of clean sand, to protect it from the sun and wind, and if required shall be kept wet until thoroughly set.

No driving will be allowed on the concrete until it has set, and it must be allowed to set for four (4) days before the pavement is laid.

Any damage done to the foundation by passing over it will be repaired by the Contractor without extra pay.

The material used for concrete must be crushed limestone, broken and selected so that none of the particles shall be larger than cubes of $\frac{1}{2}$ inches, and there shall be enough fine limestone and sand to fill all voids in the concrete when settled in place.

40. The foundation thus prepared shall be covered with two inches of clean sharp sand, and brought to a proper crown by the use of a scraper or template of such design and construction as the Engineer may approve.

41. Upon the foundation so prepared is to be set a single layer of bricks or blocks, laid on edge end, and across the street at right angles to the curbs, perpendicular to the grade of the street, and kept in even straight lines of courses except at street intersections, where the courses shall be at such angles as the Engineer may direct. None but whole bricks or blocks can be used, except by the Council. All other certificates will be returned immediately after the bids

have been computed, and the certificates of the three lowest bidders will be returned as soon as bond is executed.

3. The bond required of the successful bidder shall be twenty-five per cent. of the estimated cost of the improvement, and must be executed by an Indemnity Bonding Company, satisfactory to the Council.

4. The City of Maysville will consider it a reason for the rejection of bids, or bid, if any Contractor has failed in any other town to execute contract after work has been awarded to him, or if he has failed in the execution of any contract, or has a reputation of being engaged in litigation, or if his work has proved defective in any other city.

5. The quantities which will be exhibited at the office of the Engineer for the purpose of calculation and tabulation of bids to ascertain who has the lowest bid, will have no bearing, whatever, upon the final estimates.

6. The city specially reserve the right to reject bids or to take other than the lowest, if they esteem the same to be to the best interest of the city.

PROPOSAL.

Maysville, Ky. Street Construction. Maysville, Ky. 1906.

To the City of Maysville, Ky.

The undersigned, having carefully examined the plans, specifications and profiles on file in the office of the Mayor and City Clerk, for the original construction of Second street, from the west side of Wall street to the east side of Market street, and Third street from the west side of Wall street to the east side of Bridge street, proposes to furnish all the material in every respect equal to the samples filed herewith; and to do all the work necessary for the completion of this street construction within 120 days after signing of contract, and in strict accordance with the specifications attached hereto under the direction of the Paving Committee and their Engineer, at the following rates, viz:

Prices given for paving include all excavations, ballast and sand cushion.

Description of Material or Labor.	be written in ten words.	Prices in Figures.
Brick per sq. yd.	Prices in
Brick per sq. yd.	words.
Brick per sq. yd.
Brick per sq. yd.
Concrete curb and gutter, per lin. ft.
Sandstone edging, straight, per lin. foot
Catch basins, complete
Manholes, complete
18 inch Tile sewers, per lin. ft., laid complete.
15 inch Tile sewers, per lin. ft., laid complete.
12 inch Tile sewers, per lin. ft., laid complete.
10 inch Tile sewers, per lin. ft., laid complete.
4 inch Agricultural Tile, per lin. ft., laid complete.
3 inch Agricultural Tile, per lin. ft., laid		

